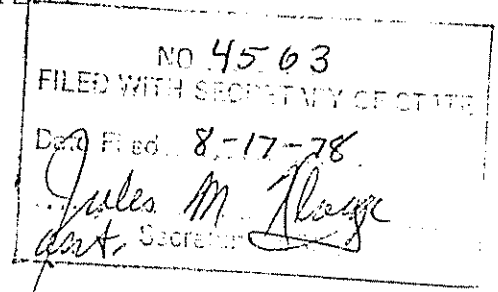


MAINTENANCE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PARKER



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF PARKER, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

S.R. 95 and Riverside Drive

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during

which notice is given, this Agreement shall thereupon become of no further force and effect.

5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the TOWN.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.


10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement
the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

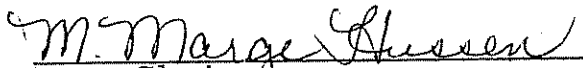
By: 
For Chief Deputy State Engineer

TOWN OF PARKER

By: 

Title: Mayor

ATTEST:


Town Clerk

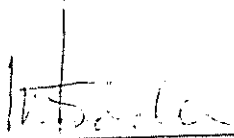
RESOLUTION NO. 265

A RESOLUTION OF THE TOWN OF PARKER, ARIZONA
AUTHORIZING THE MAYOR TO ENTER INTO CERTAIN
AGREEMENTS WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION IN REGARD TO THE HIGHWAYS
DIVISION INTERGOVERNMENTAL AGREEMENT.

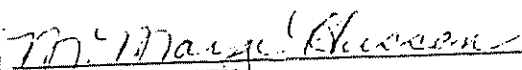
BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF PARKER THAT THE MAYOR OF
SAID TOWN IS AUTHORIZED TO EXECUTE THAT CERTAIN AGREEMENT DATED JULY 17, 1978
AS IS IDENTIFIED AS FOLLOWS:

MAINTENANCE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA AND THE TOWN OF PARKER

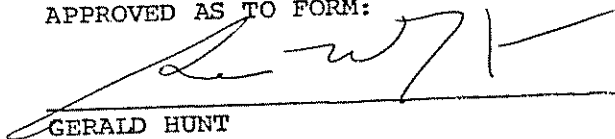
DATED THIS 17th DAY OF JULY 1978.


WILLIAM SODER
MAYOR

ATTEST:


M. MARGE HUSSEN
TOWN CLERK

APPROVED AS TO FORM:


GERALD HUNT
TOWN ATTORNEY

I, M. MARGE HUSSEN, TOWN CLERK OF THE TOWN OF PARKER, ARIZONA, DO
HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF RESO-
LUTION NO. 265 ADOPTED AT A REGULAR MEETING OF THE COMMON COUNCIL OF THE
TOWN OF PARKER HELD ON THE 17th DAY OF JULY 1978, AND THAT THE SAME IS NOW
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND IMPRESSED THE
OFFICIAL SEAL OF THE TOWN OF PARKER, ARIZONA, THIS 17th DAY OF JULY 1978.

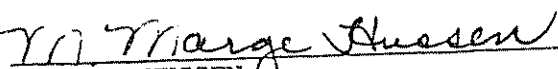

M. MARGE HUSSEN
TOWN CLERK

EXHIBIT "C"
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the TOWN OF PARKER consummated on August 17, 1978 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *Dean P. Lynch*
FOR Chief Deputy State Engineer

TOWN OF PARKER

By: *W. Boden*

ATTEST:

Title: Mayor

M. Marge Hussen
Town Clerk

Date Signed: August 7, 1978

NEBEKER, HUNT, STANLEY & HOSSLER, LTD.

ATTORNEYS AT LAW

ROBERT W. NEBEKER
GERALD W. HUNT
DOUGLAS S. STANLEY
DAVID J. HOSSLER
H. BERKELEY ROURKE
ROBERT J. ROBERSON

TWO HUNDRED SECOND AVENUE
POST OFFICE BOX 1791
YUMA, ARIZONA 85364
(602) 783-0101 / 783-1791

July 17, 1978


Arizona Department of Transportation
Highways Division
206 S. 17th Avenue
Phoenix, Arizona 85007

Attention: Carlie Bowmer, P.E.
Assistant State Engineer

Re: Intergovernmental Agreement

The undersigned in this position is the attorney for the Town of Parker and has reviewed that certain Maintenance Intergovernmental Agreement Between The State of Arizona and The Town of Parker and advises that the Town has the capacity to enter into said agreement and abides by the contractual terms thereof and states, in his opinion, said agreement is in proper form.

Sincerely,



Gerald W. Hunt
Attorney for Town of Parker

HW



BRUCE E. BABBITT
Governor

WILLIAM A. ORDWAY
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

206 South Seventeenth Avenue Phoenix, Arizona 85007

June 27, 1978

OSCAR T. LYON, JR., P.E.
Assistant Director
and State Engineer

The Honorable Enos Rountree
Mayor
Town of Parker
1314 11th Street
Parker, Arizona 85344

Re: Intergovernmental Agreement

Dear Mayor Rountree:

Transmitted herewith is a draft of an Agreement concerning the signalized and/or illuminated locations on the State Highway System within the Town of Parker. This new Agreement would provide that the Arizona Department of Transportation be responsible for all maintenance of these facilities and that the Town would now only be responsible for energy charges.

This draft Agreement is being submitted for your review, approval, and coordination with the Town Council, which may take action by ordinance, resolution, or otherwise, authorizing future signing of the Agreement. No signatures are needed on the draft Agreement enclosed.

A written determination by the Town Attorney, stating that the Agreement is in proper form, and within the powers and authority granted to the Town, is also necessary.

The papers of authorization, i.e., the Town Council's resolution and the Town Attorney's determination, should then be forwarded to ADOT for processing of the final Agreement.

After the Agreement has been properly processed, and all of the necessary signatures obtained, it will be filed with the Secretary of State, at which time the Town will receive a copy of the fully executed document.

Very truly yours,

OSCAR T. LYON, JR., P.E.
State Engineer

Carlie Bowmer

CARLIE BOWMER, P.E.
Assistant State Engineer

CB:bh
Atts.

cc: J. B. Mertz
Milem Livesay



DRD DRD
Heather
and I agree

August 23, 1978

The Honorable Enos Rountree
Mayor
Town of Parker
1314 - 11th Street
Parker, Arizona 85344

Re: Intergovernmental Agreement

Dear Mayor Rountree:

Transmitted herewith is a copy of the above
referenced Agreement, which has been fully executed.

This Agreement has been filed with the Office
of the Secretary of State, with an effective filing date of
August 17, 1978.

This document is being forwarded for your
records.

Very truly yours,

OSCAR T. LYON, JR., P.E.
State Engineer

Carlie Bowmer
CARLIE BOWMER, P.E.
Assistant State Engineer

CB:mm
Attachments

cc: C. W. Hooper (original)
J. B. Mertz
M. C. Livesay
✓ D. R. Olivarez

RECEIVED

AUG 23 1978

TRAFFIC OPERATIONS
PHOENIX

1cc Jerry, Buzz, Horvath



OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 78-570 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 25th day of July, 1978.

JOHN A. LaSOTA, JR.
The Attorney General

A handwritten signature in cursive script, reading "Peter C. Gulatto".
PETER C. GULATTO
Assistant Attorney General